

CDN PERMANENT SUPPORTIVE HOUSING PROJECT GUIDELINES FOR PSH MEMORANDA OF UNDERSTANDING

This document outlines a menu of potential components for Memoranda of Understanding between service providers and property managers and/or owners in Permanent Supportive Housing projects. Core components that should be included in all MOUs are indicated with an asterisk (). The inclusion of other components from this menu, as well as the specific terms of the agreement, should be carefully negotiated between all the parties prior to lease up.*

Note: The MOU is a detailed document outlining the terms of a partnership. In some cases, it will be necessary to sign a written agreement before all of the details of the project or partnership have been worked out. A letter of intent, which briefly summarizes the partners' working understandings, is usually adequate for this purpose¹. After the project details become clearer, it is appropriate to negotiate an MOU to solidify each party's commitment and clarify the risks, benefits, and responsibilities assumed by each side².

PURPOSE:

*A clear statement of shared mission and purpose for the partnership and the PSH project.

DEFINITIONS:

Define key terms, such as:

- *Permanent Supportive Housing:* Housing with no limit on length of stay and no requirement that tenants move out so long as the tenant(s) is in compliance with their lease.
- *Eligible tenant:* An individual or family (a) earning up to 30% MFI (for individuals) or 50% (for families); and (b) homeless or at risk of homelessness, including those who may be leaving other systems of care (corrections, hospitalization, etc.) without a place to live; (c) with chronic health conditions that are at least episodically disabling (e.g. mental illness, HIV/AIDS, and substance use issues) or other substantial barriers to housing stability; (d) who would not be able to retain stable housing without tightly linked supportive services; and (e) who is a member of a specific target population as defined below.
- *Target Population:* [Each project will define a specific target population within the broader eligibility guidelines. The MOU should describe the target population as specifically as possible. For example, "the target population for this project will be single adults leaving the corrections system who are at risk of homelessness and who would not be able to retain stable housing without tightly linked services."]
- *Partnered Service Provider:* An identified organization that enters into agreement with the owner of a PSH project to identify and recruit prospective PSH tenants for the project, and to provide appropriate and on-going services to the PSH tenants as needed to maintain their housing stability.

¹ Projects receiving City funding for PSH are required to submit a Partnered Service Provider Agreement. The required elements of the PSPA are a sub-set of the more detailed MOU. For more information, see the PSPA Guidelines in the PSH Toolkit.

² For more information, see *Not a Solo Act*, p.56-57, by the Corporation for Supportive Housing (www.csh.org).

- *Supportive services*: Comprehensive services offered to residents for the purpose of enhancing the residents' ability to meet the conditions of tenancy and achieve housing stability. Supportive services must be tailored to address the specific needs of each individual tenant. These services may be provided directly by the Partnered Service Provider or by arrangement with other service providers, with coordination and oversight provided by the Partnered Service Provider. Services should include: (a) case management; (b) medical and psychiatric treatment, as needed; and (c) other supports such as benefits advocacy and income support assistance, assistance in obtaining other resources and support for residents such as child care, transportation, job training and job placement.

PROJECT PLANNING:

Describe all the steps that will be taken prior to the launch of the project to plan and prepare for implementation. These steps will likely include:

- Joint development of paperwork associated with tenant referrals, tenant orientation, etc.
- Joint planning sessions for all staff
- Training for all staff who will be working on the project

TENANT PLACEMENT:

*Describe how the partners will work together to place tenants in the PSH units, including:

- Number of PSH units set aside for service provider's right of first refusal
- Tenant eligibility determinations
- How owner/ manager will notify service provider of a vacancy
- Number of days (30 days minimum) service provider has to identify a qualified tenant and/ or fill the vacancy before losing the right of first refusal³
- How owner/ manager will notify service provider of loss of right of first refusal

TENANT SCREENING:

- *Describe the specific process and criteria that will be used for tenant assessment and screening, with clear demarcation of each partner's roles and responsibilities⁴.
- *The service provider will only refer an applicant if the service provider is able to offer the applicant the specific type and level of support necessary to enable the applicant to meet the conditions of tenancy on an ongoing basis.
- *Service provider designates a high level manager (by name and title) who will be responsible for reviewing and signing off on every referral. This manager should also be one of the signers of the MOU.

SERVICE PARTNER OBLIGATIONS:

- *Service provider commits to conduct a thorough assessment of each applicant prior to making a referral, in order to determine applicant's ability to meet the lease conditions and

³These terms must comply with the terms regarding unit vacancies in the Regulatory Agreement with PDC: If a PSH unit has not collected rent from an eligible tenant for sixty days, and if the unit is not eligible to collect operating losses from the Risk Mitigation Pool, the unit may be rented to a Non-PSH Tenant, and the next available, comparable unit will be made available to a PSH Tenant. In some cases a specific service provider could lose the right of first refusal in fewer than 60 days in order to give another service provider the opportunity to fill the unit with a qualified PSH tenant

⁴ This process should be developed through a joint planning process prior to the development of the MOU. See PSH Tenant Screening and Evictions Toolkit for guidelines and options.

service provider's capacity to provide the support necessary to ensure applicant's successful tenancy⁵.

- *Service provider commits to work with each tenant to develop an individualized plan for supportive services to enable the tenant to retain and succeed in the housing. These supportive services, which will be made available to the tenant on an ongoing basis, will include (as needed):
 - assisting with move-in and orientation to unit
 - providing furniture, food, etc. as needed
 - crisis management and interventions as necessary
 - regular on-site presence (define hours and frequency of on-site and off-site support)
 - addressing tenant's needs in a comprehensive manner to support housing retention
 - ongoing case management
 - treatment as needed: mental health and addiction services, medical treatment, etc. (provided either directly or through referrals to mainstream service agencies)
- Service provider agrees to jointly review and sign an orientation checklist with the tenant and property manager at move-in.
- *Service provider commits to respond immediately (i.e. within 24-48 hours⁶) if the tenant decompensates or is at imminent risk of eviction.
- *Service provider commits to timely notification of the housing partner if there are issues that jeopardize the safety or stability of the building and its tenants (as permitted by confidentiality guidelines⁷).
- Service provider commits to creating a 24-hour emergency response system to receive notification and respond appropriately to problems.
- Service provider agrees to maintain adequate staffing levels to meet the obligations outlined in the agreement⁸.

HOUSING PARTNER OBLIGATIONS^{9,*}

- *Housing partner commits to provide safe, well managed, permanent housing for all tenants who continue to meet the conditions of tenancy.
- Housing partner commits to protecting confidentiality of applicants and tenants and abiding by relevant laws (For example: HIPPA, Fair Housing, Landlord-Tenant Law).
- Housing partner commits to respond within a reasonable¹⁰ time frame to problems related to property management or building maintenance.
- Housing partner commits to provide an initial orientation for new tenants to their units and the building.
- Housing partner agrees to review and sign an orientation checklist with the tenant and service provider at move-in.
- *Housing partner commits to give timely and adequate notice to the tenant and service provider of all issues that may jeopardize the tenant's housing (according to the terms of a signed release of information.)

⁵ Service providers should be familiar with landlord/tenant law and the specific lease terms for the housing project in order to adequately assess the applicant's ability to meet the lease conditions.

⁶ The MOU should define what "immediate" means, based on negotiations between the partners.

⁷ For more information on confidentiality guidelines and the release of information requirements, see the PSH Tenant Screening and Evictions Toolkit.

⁸ For guidelines on appropriate staffing levels, see the Staffing Models page in the PSH Toolkit.

⁹ In this document "Housing Partner" includes the owner and the property manager. The MOU should distinguish between the specific obligations of the owner vs. the property manager.

¹⁰ The MOU should define what "reasonable" means, based on negotiations between the partners.

- Housing partner commits to creating a 24-hour emergency response system to receive notification and respond appropriately to problems.
- Housing partner agrees to maintain adequate staffing levels to meet the obligations outlined in the agreement.

EVICITION PROCESS:

- *Outline the specific eviction process and criteria that will be used, with clear demarcation of each partner's roles and responsibilities.¹¹
- Housing partner agrees to inform service provider in a timely manner of any actions leading to eviction before the action is taken.

FINANCIAL:

- Outline the partners' financial commitments to this project (funding sources, etc.)
- Outline any financial commitments between the partners (for example, funding sub-contracts for this project between the owner and service provider and/or property manager).
- Describe any external funding commitments that are contingent upon the fulfillment of the terms of this agreement. (In some cases, continued public funding for one or more of the partners in a PSH project may be contingent upon the effective fulfillment of the MOU.)

LIABILITY:

- Outline the agreed-upon arrangements for dealing with liability issues. (For example, requiring the project to be included in both partners' insurance policies, specifying minimum coverage levels, etc.¹²)
- *Describe each partner's financial and logistical responsibilities in the event of damage to the unit or building that exceeds normal wear and tear.

GENERAL TERMS:

- **Timeline*: Specify the timeline for the agreement including the effective date and the termination date as well as the terms for renewal.
- **Termination*: If either party does not fulfill the terms of the agreement, the other partner may withdraw from the agreement within a specified period of time. Specify any steps which are expected to be taken to avoid termination of the partnership.
- **Confidentiality*: Explain how information regarding the tenant will be handled in order to maintain the tenant's confidentiality (including sharing of information among partners, staff, tenant's family, and with other tenants and neighbors.)¹³

¹¹ This process should be developed through a joint planning process prior to the development of the MOU. See PSH Tenant Screening and Evictions Toolkit for guidelines and options.

¹² If a third party property manager is involved, the agreement may require the managing agent to be named as insured in the service provider's liability insurance policy as well as the owner's policy.

¹³ Any information sharing about a tenant between service partner and housing partner should be on a "need to know" basis, and only after the tenant has signed a release of information. Information about a specific tenant's disabilities or background can not be shared with other tenants or neighbors. For more information, see p.98-100 in *Between the Lines: A Question and Answer Guide on Legal Issues in Supportive Housing*, by the Corporation for Supportive Housing or "Tenant Confidentiality" in the sample forms section of the *Supportive Housing Property Management Operations Manual* by the Corporation for Supportive Housing.

- *Communication*: Describe the specific mechanisms that will be used for maintaining effective communication between all line staff. (For example, identifying specific point people in each agency, notifying all partners of any staffing changes, making sure partners know whom to call in a given circumstance, etc.) Communication should occur on a regular basis, weekly to bi-weekly, between property management staff and service provider staff, depending on number of shared clients/tenants and level of services provided.
- *Emergency procedures*: Describe the protocol that will be used for responding to emergencies. This should include a clear agreement on when to call 911.
- *Arbitration/ mediation*: Explain the process for addressing disputes between the parties.

SIGNATURES:

The MOU should be signed by the Executive Director of each partner agency, as well as any other management level staff who will be responsible for overseeing implementation.

SAMPLE PERMANENT SUPPORTIVE HOUSING REFERRAL FORM

Date: _____ Building: _____

Referring service organization: _____ Phone: _____

Applicant name: _____

Case manager certification:

The above-named person(s) is a client of [referring service agency]. Please consider them for admission to your building under the Permanent Supportive Housing program. The applicant fits the target population as defined in our Memorandum of Understanding for this project. I am familiar with the specific lease conditions for this project, and after a thorough assessment of the applicant, I believe that s/he is capable of meeting the terms of the lease. I have worked with the applicant to develop a comprehensive Permanent Housing Plan to support his/her tenancy and to enable him/her to meet the lease conditions. I hereby certify that I will work with the applicant on an ongoing basis to provide appropriate services to support his/her housing retention.

Name: _____

Title: _____

Signature: _____ Date: _____

Manager certification:

I have reviewed and this referral and I approve it.

Name: _____

Title: _____

Signature: _____ Date: _____